

# Guarantee Provisions for

## JustLaser JM4.2 & 6.4

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# Guarantee Provisions

JustLaser GmbH (“JustLaser”) hereby grants the buyer of a machine specified on page 1 a claim pursuant to the Guarantee Provisions set out below, deviating from the statutory warranty claims and the General Terms and Conditions of JustLaser.

## 1 Commencement and Period of the Guarantee

1.1 The Guarantee will commence on the date of issue of the invoice by JustLaser for the machine covered by the Guarantee. Replacement deliveries or repairs made on the basis of this Guarantee will neither result in a prolongation of the original guarantee period nor will a new guarantee period commence. The guarantee period for replacement parts will end upon expiry of the guarantee period for the entire machine.

1.2 The Guarantee will be granted for the following period:

24 months:	Laser source
3 months:	Optical parts (lenses, mirrors), if the necessary cleaning work is performed pursuant to the operating instructions
24 months:	Housing and all other components

## 2 Preconditions for Services under the Guarantee

The following prerequisites must be fulfilled so that JustLaser is and remains effectively obliged to perform services under this Guarantee during the period specified in item 1:

2.1 The buyer acquired the machine directly from JustLaser or a partner authorised by JustLaser (e.g. leasing company for a finance lease of the machine).

2.2 The commissioning and the training of the buyer or of one or several persons appointed by them (“Operator”) must demonstrably have been made by an employee of or a person authorised by JustLaser.

2.3 The buyer or the Operator will operate the machines in the environment specified in the operating manual (e.g. room temperature, electrical safety device, etc.) and in the manner specified in the operating manual and the training (“Intended Use”). The

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technical preconditions to be fulfilled prior to the installation and during the operation of the machine as specified in the operating manual must be fulfilled.

- 2.4 The information given in the operating manual, in particular those on the subject of laser safety must be complied with exactly. The maintenance and cleaning work specified in the operating manual or during the training (in particular for the optical components such as mirrors and lenses) must have been made in a professional manner.
- 2.5 The machine is operated with an extraction system provided by JustLaser. If a different extraction system is used, the minimum requirements specified in the operating manual must be fulfilled for such.
- 2.6 Any defect was immediately notified, in writing, directly to JustLaser or a partner authorised by JustLaser.

### 3 Contents and Scope of the Guarantee

- 3.1 Replacement: Any defects occurring during the guarantee period will be remedied by JustLaser by replacing the affected parts. Replaced parts will become the property of JustLaser. The costs for transporting the replacement parts (normal freight to the buyer) will be borne by JustLaser.
- 3.2 Installation: JustLaser will exchange the affected component with a replacement part, at its own expense, if the installation and deinstallation of the replacement part is impossible or unreasonable<sup>1</sup> for the buyer. If the buyer insists on the installation and deinstallation of the replacement part by JustLaser, although this activity is reasonable for them, they shall bear the costs arising from such (assembly hours, travel expenses, etc.).
- 3.3 Any slight deviations from the target quality that are inessential for the value and usability of the machine are not covered by the Guarantee.

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<sup>1</sup> The installation or deinstallation of the replacement part shall be deemed to be reasonable, unless special technical knowledge or abilities are necessary and average manual dexterity is insufficient to perform this activity.

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- 3.4 No other claims: The customer will have no claims exceeding those set out in items 3.1 and 3.2, unless mandatorily otherwise specified by law. JustLaser will, in particular, not assume any liability for direct or indirect damage, in particular for lost profits or claims asserted to the buyer by third parties which arise from a defect, the use or inability to use the machine.

### 4 Exclusion of the Guarantee

Please note, in particular, that the information set out in the operating manual (incl. maintenance instructions) must be observed exactly as a precondition for making claims under the Guarantee. Guarantee claims are excluded, in particular, in the following cases, where the list is not exhaustive:

- 4.1 improper commissioning and set-up;
- 4.2 improper operation or stress; insufficient or improper maintenance; use of unsuitable accessories or operating equipment;
- 4.3 use of the machine contrary to its Intended Use;
- 4.4 external impacts, such as e.g. transport damage, overvoltage, damage of the surface, damage by weather conditions or other natural phenomena;
- 4.5 repairs or interventions made by unauthorised third parties and if replacement parts are used other than the original replacement parts provided by JustLaser.

### 5 Miscellaneous

- 5.1 These Guarantee Provisions apply to machines operated in Austria or Germany. Machines operated in any other EU country will be governed by the guarantee terms of such country. The Guarantee will be null and void if machines are operated outside of the EU.

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- 5.2 Place of jurisdiction for all claims arising from these Guarantee Provisions shall be at the court competent for the registered office of JustLaser; Austrian law shall apply exclusively.
- 5.3 If individual provisions of these Guarantee Provisions are or become ineffective for any reason, the other provisions shall remain in full force and effect.
- 5.4 The General Terms and Conditions of JustLaser shall apply and are available at [www.justlaser.com/agb](http://www.justlaser.com/agb).